

YouMeCams - Conditions for Studios and Performer

This agreement (hereinafter referred to as „**Services Agreement**”) governs the relationship between:

YouMeCams/ Webcasters, with registered address at Nieuwe Hemweg 4 hal C, Amsterdam, The

Netherlands

and

the Performer (hereinafter referred to as the „**Performer**”, „**me**”, „**you**” or „**I**”) and/or - in case of creation of a Master Account - the Studios (hereinafter referred to as „**Studio**”, and as the case may be, „**you**”, „**me**”, or „**I**”)

Service Agreement

By filling in and submitting the sign-up form, and by clicking on the button „I agree to the terms of service and/or return this form signed, I accept the present Services Agreement and expressly declare the acceptance of clauses regarding Declarations (§ 4) and Personal data (§ 5)”, the Performer/the Studio gives its consent to, and notably its express consent to clauses regarding Declarations (§ 4) and Personal data (§5), and accept the following Services Agreement:

Definitions

„**I**”, „**me**”, „**you**”: either Performer, Studio, or both of them, as the case may be.

„**Performer**”: a person providing adult entertainment services for the Website Operator.

„**Studio**”: a person (legal or natural) subscribing to a Master Account, and who is providing adult entertainment services on its own (in which case Studios should be reported as a Performer subject to § 1. A under this agreement and as a Studio subject to § 1. B under this agreement in respect of their respective roles) or while contracting with Studio Performers. „**Studio Performers**”: Performer registered under Master Account of a Studio and providing Services on Studio behalf under Studio Performer Contract entered with a Studio.

„**Master Account**”: a registration account of Studio under which Studio may also register Studio Performers.

„**Performer Account**”: a registration account for Performers.

„**Studio Performer Contract**”: Contract between Studio and Studio Performers for rendering the Studio Performers Services.

„**Services**”: services rendered by Performers, Studios and/or Studio Performers on the Websites which namely comprise adult entertainment services, more precisely performing live webcam shows and chat in front of cameras for the entertainment of Visitors/Subscribers all over the world, who have selected Performer/Studio/Studio Performer according to live streams, images, offline (teaser) and paying videos, and within the form of online live streaming video shows and chat sessions usually sold on a pay-per-view basis

„**Website**”: [YouMeCams.com](https://www.youmecams.com)

„Visitors /Subscribers“: persons visiting and/or subscribing and/or buying the Services on the Websites (also referred to as members or end users from time to time).

§ 1 - Purpose

Whether natural or legal persons, Performers and Studios are acting under this agreement as professional services providers in the frame of their business/professional activities when rendering their services (not consumers).

A. Performer

Section A is applicable only to Performers registered under a performer Account. By means of the present Services Agreement, I expressly mark my interest to render Services as a Performer on the Website YouMeCams.com, which currently manages a business to consumer (B2C) - interactive live streaming video chat site according to the terms of this Service Agreement. The Performer undertakes not to provide any illegal, harmful, obscene, hateful, racial, ethnical or any.

other objectionable content (such as defamatory, abusive, threatening, racially offensive, etc.) while rendering the Services under this Services Agreement. I hereby certify that Website Operator does not possess any power of direction, subordination, or

other kind of authority over me. Consequently the present Services Agreement does not determine my place or schedule for rendering the Services. Website Operator does not tell me what my lawful content or my Services shall be, since I am fully aware, as a Performer, that I must provide reliable and efficient services in full compliance with the applicable legislation and object of the present Services Agreement.

I hereby certify that I have read and understood the terms and conditions of the Website that are applicable for members of the Website and I am aware of quality level and obligations that are previewed in such terms and conditions. In case of any questions to this regard I can contact Website Operator according to the contact details provided in this Service Agreement. Performers may render Services in one of the areas/categories available on the Websites, which are subject to change without prior warning from Website Operator, with respect to standard requirements related to the Website environment and experience intended by Website Operator. The Services shall be rendered by me with total autonomy and technical independency. Therefore, I am completely responsible and liable for my own actions, videos, audio, chat, dialogue, instructional videos, and advices, as a consenting responsible adult, and all decisions related to the content of my actions as Performer are made at my own discretion.

Notwithstanding the above, I am acting under this Services Agreement as a professional when rendering the Services, nevertheless it is not intended that the Services rendered by me are to be viewed as being certified by public authorities or by any necessary diplomas, it being my responsibility to keep the end users duly aware of that fact. I understand that I am not in any way an employee of Website Operator and/or of any other entity related to Website Operator.

I hereby declare that under this Services Agreement I will render the Services of high quality, I will not provide any knowingly wrongful or misleading information to the member of the Websites and that at any moment I will be acting honestly and professionally.

B. Studio

Section B is only applicable for Studios registered under Master Account. Studio enters into this Services Agreement in view of providing Services to Website Operator. For this purpose, Studio may contract with Studio Performer. In any case, Studio is the solely responsible against WEBSITE OPERATOR for Services rendered by Studio Performers.

The Studio understands and agrees that the services to be rendered by Studio Performers (hereafter referred to as the „Studio Performers Services“) under the terms and conditions of the contract

concluded between the Studio and the Studio Performers (hereafter referred to as the „Studio Performer Contract”) are of adult entertainment nature, namely, to perform live webcam shows and chat through the Studio equipments for the entertainment of Visitors/Subscribers all over the world, who have selected such Studio Performers according to live streams, images, offline (teaser) and paying videos.

The Studio understands and agrees that it is its responsibility to determine the terms and conditions of the Studio Performer Contract, which the Studio shall autonomously and independently determine without any influence of Website Operator, provided that such Studio Performer Contract does not result in the violation of the Studio’s obligations under the present Services Agreement and while procuring that Studio Performers must obey to rules that would be substantially similar to these under § 1.A of this agreement. Accordingly, the Studio Performers shall not be in a contractual or other relationship of any nature with Website Operator. The Studio agrees that it shall remain solely and completely responsible and liable for all the content, actions, shows, videos, chat, dialogue, and any other Studio Performers Services rendered under the Studio Performer Contract.

In order to improve the efficiency of the Studio Performers Services, I, as a Studio, am authorized to use the help desk provided by Website Operator and its affiliates, whenever deemed convenient. I, as a Studio, hereby certify that Website Operator does not possess any power of direction, subordination, or other kind of authority over me. Consequently the present Services Agreement does not determine the place or schedule for the Studio Performers to render the Studio Performers Services, which are determined in the Studio Performer Contract. Website Operator does not tell me what my lawful content or the Studio Performers Services shall be, since I am fully aware, as a Studio, that I am responsible for the Studio Performers to render reliable and efficient services in full compliance with the applicable legislation and object of the Studio Performer Contract.

I, as a Studio, hereby certify that I have read and understood the terms and conditions of the Websites that are applicable for members of the Websites and I am aware of quality level and obligations that are previewed in such terms and conditions. In case of any questions to this regard I can contact Website Operator according to the contact details provided in this Service Agreement. In this respect, I hereby certify that I am liable for Studio Performers, in compliance with their obligations under the Studio Performer Contract, to render the Performers Services according to the quality level and obligations that are previewed in the terms and conditions of the Websites that are applicable for members of the Websites.

I hereby commit, as a Studio, that under the Studio Performer Contract, Studio Performers will render Studio Performers Services of high quality, will not provide any knowingly wrongful or misleading information to the member of the Websites, and that at any moment the Studio Performers will be acting honestly and professionally.

Studio further engages to guarantee that Studio Performers respect the requirements applicable for Studios as well as the requirements for Performers as provided in §1 A above.

§ 2 - Duration

This Services Agreement shall be effective as from the date when the Performer/the Studio registers on the Websites and accepts this Services Agreement by clicking on the button „I agree, to the terms of service” and I accept this Services Agreement and expressly declare the acceptance of clauses regarding Declarations (§ 4) and Personal data (§ 5)”, and shall remain in force until duly terminated by either party in full compliance with the terms and conditions expressly set forth in this Services Agreement.

§ 3 – Payment

I acknowledge that the amount to be paid for the Services rendered, within the scope of the present Services Agreement, will be published on the Websites. I, as a Performer/Studio, agree with Website

Operator that the amount to be paid for the Services rendered on the Website shall vary in accordance to the option chosen. I understand and accept that the amounts to be paid by the Website Operator to me will correspond to a 40% of the payment done by the Member as described above which percentage and charge options will be published on my registration account and/or my sales page (which I can consult before any rendering of Services). From time to time YouMeCams can pay higher amounts to the performer/studio if there are some specials running. YouMeCams.com is allowed to change that percentage at any time, previous e-mail information. I shall have the possibility to terminate the present Services Agreement upon reception of such change; otherwise if I continue providing services through the Websites it shall be considered as tacit acceptance to such changes. Enrollment information, and prices chosen by Asp, are part of this Agreement. I am fully aware that prices shall be due as round Euro amounts without additional cents. Consequently, I agree that fractional payment amounts will not be credited to me. The price referred to in the present clause shall be paid by means of bank wire transfer, or other payment methods available and chosen at Website Operator's own discretion.

I also acknowledge that the price to be paid for the rendering Services may be proportionally and adequately reduced in case of my/Studio Performers' unlawful conduct, namely, in violation of the present Services Agreement and/or applicable legislation.

Credit card fraud is a crime, and Website Operator will do everything in its power to help local and international agents to trace people committing such felonies. Website Operator will NOT pay any fees in case of fraudulent purchases. The purchases MUST originate from the owner of the credit card or have permission from the owner for using their credit cards. The Website Operator team does everything in its power to minimize the percentage of fraudulent purchases. If you know of ANYONE committing such activities please notify us, so that you can help us protect our Websites.

§ 4 – Declarations

I hereby certify that I am, and as the case may be that Studio Performers under my Master Account as well as any person appearing in camera area or pictures, are at least 18 years of age or age of majority in my/their legal jurisdiction (whichever is greater). By ticking/clicking the "*I accept the terms of service*" checkbox/button I certify that I or the Studio Performers as the case may be reached the age of majority and that I will NOT provide Website Operator with false identification (including my or Studio Performers' name, address and/or date of birth).

I am fully aware that Website Operator, will not be considered responsible, either jointly or severally, for any content, information, communication, opinion, expression, and/or action of any kind whatsoever which origin from the Visitors/Members and/or Performers/Studios/Studio Performers of the Websites or from any other person or third entity to the present Services Agreement.

I certify that all decisions related to the rendering of Services are made at my, or as the case may be, at Studio Performers' own discretion, that such Services do not violate the local community standard of 'obscenity' in my/their area, nor do they violate any other laws. I am completely responsible for my own actions as a consenting adult and as the case may be for any actions of the Studio Performers. I also certify that I am, and as the case may be, that Studio Performers under my Master Account are, also aware of my/their criminal liability and therefore, I/they will act, under all circumstances, in accordance to my/their local community standard of morality and applicable laws. Moreover, I certify that I am not under the influence of drugs or alcohol, and that I am, and as the case may be, the Studio Performers are, rendering the Services/Studio Performers Services in the video/film and appearance(s) of my/their own free will.

I will indemnify and hold Website Operator harmless from all liabilities related Services rendered in the framework of this Services Agreement. I hereby discharge all persons related to Website Operator of any past, present, or future liabilities in the framework of this Services Agreement. I further represent that I have fully read and agree with the contents of this Services Agreement prior to its execution. I have not been induced or forced by Website Operator, its agents, employees, nor anyone acting on their behalf to sign this Services Agreement. As I accept the terms of this Services

Agreement I certify that the identification that appears above is true and accurate. I also certify, as a Performer, or as a Studio as the case may be, that I, or Studio Performers will not provide any defamatory, abusive, threatening, racially offensive, or illegal material, and have no intention to support immoral interests. I understand that if Website Operator suspects that I, or as the case may be, Studio Performers have provided forbidden content, my account(s) will be frozen immediately for further investigation and it may result in the permanent termination of my account(s), and in the cancellation and forfeiture of all payments from Website Operator.

I also certify that I will not force anyone to render Services on Websites promoted by Website Operator and that all Studio Performers under my Master Account, as the case may be, are providing Studio Performers Services through the Websites by their own free will. I will not solicit or take part in anything related to escort services or prostitution. By marking the checkbox "*I accept the terms of service I declare the acceptance of clauses regarding Declarations (§ 4) and Personal data (§ 5)*" I declare that all Performer Accounts eventually created or which will eventually be created in the future under my Master Account will be provided with true and accurate legal documents. I further declare that I understand that any physical contact or exchange of contact details with Members/Visitors of the Websites or contacting them in any other way is prohibited. Any breach of this obligation will immediately result in termination of this Services Agreement. I am aware that Website Operator may contact any competent authorities, including the state prosecutor in order to initiate any criminal or administrative proceedings. I understand that if Website Operator and/or any other entity indicated by it, suspect that I or Studio Performers, as the case may be, under my Master Account have provided forbidden content, my account(s) will be frozen immediately for further investigation, and that it may result in the permanent termination of my account(s), and cancellation, without the refund of any payments from Website Operator to me.

I hereby acknowledge that Website Operator has the right to, immediately and unilaterally, terminate the present Services Agreement and any accounts, including Performer Account, Master Account and Studio performer account upon the slightest suspicion of forgery or inadequate behavior.

I also acknowledge the right for Website Operator and/or any other entity indicated by it, to be fully indemnified for all damages caused by my unlawful conduct or breach of the present Services Agreement. As a Studio I declare that I will be responsible for Studio Performers' behavior and Services rendered and I will make Studio Performers accept and respect all above mentioned declarations and all obligation applicable for Performer under this Services Agreement.

§ 5 - Personal data

As a Performer/Studio, I allow/shall be responsible for the Studio Performers to allow under the Studio Performer Contract all my/their personal data and/or the contents published on the Websites to be inspected by Website Operator and any entities indicated by the latter, randomly, resorting to any existing means for such effect. Notwithstanding, I am aware that it is not a duty of Website Operator to proceed with such inspection, and Website Operator and said entities will not be considered responsible, either jointly or severally, in case of my/their unlawful conduct or provision of false information to Website Operator.

I, as a Performer or Studio hereby expressly authorize/shall be responsible for the Studio Performers to expressly authorize under the Studio Performer Contract Website Operator, during the execution of the present Services Agreement and, after termination of the present Services Agreement, during the period necessary for Website Operator to comply with legal requirements, to collect and process my/Studio Performers' personal data (including sensitive data such as data related to religious and political beliefs, sexual life, etc.) that are provided to Website Operator under the present Services Agreement, as well as technical data related to my/their connections to the Websites, in accordance with the applicable laws, and more precisely with applicable data protection regulation.

I, as a Performer or Studio agree and authorize/shall be responsible for the Studio Performers to agree and authorize under the Studio Performer Contract Website Operator and/or any other entity indicated by it, to obtain and store information automatically from my/Studio Performers' computer used to connect to the Websites (including cookies).

I, as a Performer or Studio, hereby agree/shall be responsible for the Studio Performers to agree and allow Website Operator to collect, process, and communicate to its processors and its group companies, including the processors situated in countries not ensuring an adequate level of protection according to European Commission, the following types of personal data/information (including sensitive personal data as referred in the applicable data protection regulation):

1. information that I/Studio Performers voluntarily provides to Website Operator/Studio, such as names, e-mail address, address, date of birth, and other miscellaneous account information submitted through the Performer/Studio registration form;
2. software and hardware attributes, along with any other data that can be gained from the general internet environment, such as browser type, IP address, etc.;
3. private communications, such as telephone conversations, chat logs, faxes, and letters to Website Operator's staff, along with chat and e-mail messages to Website Operator's staff. Website Operator keeps chat logs for a limited period of time.

Website Operator will use my personal data/Studio Performers' personal data for mainly general purposes, such as accounting and management of suppliers, contacting me/Studio Performers, customizing the environment of the Websites I, and for promotional marketing purposes, to the extent allowed by law.

I have been duly informed, and as a Studio I shall be responsible for duly informing the Studio Performers, that Website Operator grants full cooperation to legal authorities and responds to court orders. I have also been duly informed, and as a Studio I shall be responsible for duly informing the Studio Performers, that Website Operator keeps the data collected on an electronic level, being used for the purpose of this Services Agreement, for the performance of the Services/Studio Performers Services and carrying out of public interests.

Moreover, I have been informed, and as a Studio I shall be responsible for duly informing the Studio Performers, that Website Operator takes serious security measures to grant maximum protection to all data against unauthorized access, modification, disclosure, or deletion. Besides using its own security software and mechanisms Website Operator also incorporates the most advanced security technologies available in order to ensure maximum safety, including its system of built-in captcha technology.

I agree and I accept, and as a Studio I shall be responsible for the Studio Performers to agree and accept, that Website Operator stores information regarding the computer which logs into the account of the Websites (e.g.: location, IP address, browser type, used password), and even stores the login attempts.

Website Operator has assured that its employees are bound by confidentiality obligations and that only authorized personnel will be granted access to my/the Studio Performers' personal data processed by Website Operator.

I understand that I may obtain a copy of any of my personal information that Website Operator processes and ask for rectification of any incorrect personal data, upon written request to the contact provided in the present Services Agreement and indication of the email address to which the information must be sent. If I would like to oppose the processing of my personal data by Website Operator, I am entitled to terminate this Services Agreement at any time in compliance with its provisions.

I hereby declare to hold Website Operator harmless in case I exercise the right of information foreseen above, in case my personal data is lost or subject to unauthorized access. I, as a Studio, shall be responsible and liable for informing the Studio Performers that they may obtain a copy of any of their personal information that Website Operator processes and ask for rectification of any incorrect personal data, upon written request to the contact provided by the Studio under the Studio Performer Contract and indication of the email address to which the information must be sent. In

case of such a request by a Studio Performer, the Studio shall immediately inform Website Operator in writing to the contact provided in the present Services Agreement. The Studio will be responsible and liable for informing Studio Performers that if they would like to oppose the processing of their personal data by Website Operator, they are entitled to terminate the Studio Performers Contract at any time in compliance with its provisions.

I, as a Studio, shall be responsible and liable for informing Studio Performers under their Studio Performer Contract that they agree to hold Website Operator harmless in case Studio Performers exercise their right of information, access, and/or opposition foreseen above, and in case their personal data is lost or subject to unauthorized access.

I, as a Studio, shall be responsible and liable for indemnifying, paying the costs of defense and holding harmless Website Operator, its officers, directors, affiliates, attorneys, shareholders, managers, members, agents and employees from any and all claims, losses, liabilities or expenses (including reasonable attorneys' fees) brought by third parties arising out of or related to the processing of Studio Performers' personal data by Website Operator. In any event, Studio undertakes to receive all necessary consents from Studio Performers and to ensure that all above described rights of Studio Performers in respect of their personal data are respected.

§ 6 – Rights to the image and author right

I expressly authorize, and as the case may be I am responsible and liable for Studio Performers to expressly authorize under the Studio Performer Contract, Website Operator to monitor, record, and log all my/Studio Performer online activities (including chat, video, e-mail, etc.) on the Websites (including www.YouMeCams.com).

I acknowledge and agree, and as the case may be I am responsible and liable for Studio Performers to expressly authorize under the Studio Performer Contract, that any material recorded or any original work published on the Websites (and all rights therein, including, without limitation, author rights to such recorded works and materials) belong to and shall be the sole and exclusive property of Website Operator.

I hereby expressly assign, and transfer (including the rights of Studio Performers that have been transferred to me by the latter) without any additional compensation, except of payment that I receive for the Services rendered under this Services Agreement definitively, irrevocably, and exclusively to Website Operator, who hereby accepts, any and all existing and future author rights, trademarks, service marks, trade secrets and all other intellectual proprietary rights, or any portion thereof, of every kind and character, for the period of the validity of such intellectual property rights including any eventual renewals and extensions, throughout the world, related to the results, content, and proceeds of my/Studio Performers appearance(s) (including all such appearances made to date) on the Websites and/or any other entity indicated by it, as well as any and all shows, videos, audio, chat, dialogue, acts, and any and all contents which are part of the Services/Studio Performers Services rendered and specially commissioned as part of an audiovisual work - including all renewals, and extensions of any and all intellectual property rights in case they are considered as such by state authority or court of law. In this last case, Website Operator shall be deemed, for all purposes, the holder of the rights thereof.

I agree, and as the case may be I am responsible and liable for Studio Performers to agree under the Studio Performer Contract, that Website Operator may also use and reuse, publish, distribute, edit, excerpt, exhibit, and otherwise exploit my/Studio Performers' name (real or fictional), likeness, persona, performance, voice, pictures, chat, video, audio, biological information and identification, and statements, for any and all uses, in whole or in part, in any and all media and manners now known or learned, for use throughout the universe, without limitation, including in connection with the advertising, exploitation, and publicizing.

I agree, and as the case may be I am responsible and liable for Studio Performers to agree under the Studio Performer Contract, that Website Operator may edit my/Studio Performers' appearance as Website Operator see fit (and that I/Studio Performers waive any and all moral rights, to the extent

permitted by law, that I/Studio Performers may have), and that I/Studio Performers understand that Website Operator have no obligation to use my/their appearance(s).

I hereby expressly waive, and as the case may be I am responsible and liable for Studio Performers to expressly waive under the Studio Performer Contract, any further financial compensation for any of the rights assigned, transferred, or granted to Website Operator under this Services Agreement/the Studio Performer Contract.

I agree, and as the case may be I am responsible and liable for Studio Performers to agree under the Studio Performer Contract, that Website Operator reserves a right to transfer or assign any of the above mentioned rights to its group companies or any other person if the need arises. I am aware that I have the possibility of choosing in which country my Asp offer may be seen. Excluding automatically those countries non having been chosen. YouMeCams.com will make every technical possible effort to respect Asp chosen zone. YouMeCams.com will not have any responsibility if there is any malfunction of any kind. The Website declines every responsibility if there is any problem regarding this specific issue.

§ 7 – Duties

I undertake the duty to provide Website Operator, in writing, with updated information concerning any changes related to my/Studio Performers personal data, within the term of five (5) days counted from the occurrence/communication of said changes.

I also undertake the duty to possess and provide at my own costs (to Studio Performers as the case may be) the working instruments (including IT tools) necessary for the efficient rendering of the Services/Studio Performers Services established in the present Services Agreement/Studio Performer Contract.

I, as a Performer/Studio, will not provide, and as the case may be I, as a Studio, will be responsible and liable for Studio Performers to not provide, any defamatory, abusive, threatening, racially offensive, or illegal material. I will not solicit or take part, and as the case may be I will be responsible and liable for Studio Performers to not solicit or take part in anything related to escort services or prostitution, and I am fully aware/I am responsible for informing the Studio Performers of my/their criminal liability in such cases.

I hereby certify, and as the case may be I am responsible and liable for Studio Performers to certify under the Studio Performer Contract, that I/Studio Performers will not have any physical contact with the Visitors/Members of the Websites, nor shall I/Studio Performers organize any meetings with them or in any other way try to have a contact other than provision of online Services/Studio Performers under this Services Agreement/the Studio Performer Contract.

I undertake, and as the case may be I am responsible and liable for Studio Performers to undertake the duty to clear out of my/their recording area all objects subject to trademark or any other intellectual property right of third parties, and to comply with legal requirements (including the ones concerning author rights) at all times, avoiding unlawful use of trademarks, brands, imagery, and/or registered music.

I will not, and as the case may be I will be responsible and liable for Studio Performers to not, solicit, offer, purchase, sell, or propose any business deal, transaction, trade, or other economic deals to the Visitors/Members, since I acknowledge that Website Operator expressly forbids me/Studio Performers to do it.

I undertake the duty to make hard copies of my account information online, or of the Studio Performers Account information online as the case may be, at the Performer/Studio page of the Websites I/Studio Performers render my/their Services/Studio Performers Services through, for my own/Studio Performers own records, since I acknowledge that Website Operator shall not provide me or the Studio Performers with copies of my/their account information.

I shall immediately inform Website Operator of any apparent breach of security, such as loss, theft, or unauthorized disclosure or use of a username or password. I shall also remain exclusively and personally liable for any unauthorized use of the Services/Studio Performers Services offered through

my account/Master Account. I shall indemnify, pay the costs of defense, and hold harmless Website Operator, as well as its officers, directors, affiliates, attorneys, shareholders, agents, and assignees, from any and all claims brought by third parties arising out of, or related to, my or as the case may be Studio Performers' conduct, statements, or actions during any appearance(s) on www.YouMeCams.com. The provision set forth here above includes without limitation any liability or damage arisen from any comment, recommendation, advice, suggestion, reading, example, conclusion, or other, made by me/Studio Performers, as well as for any products, services, information, or other materials displayed, purchased, or obtained by Visitors/Members in connection with the Services/Studio Performers Services or Performers/Studio Performers suggestions. I shall fully indemnify and pay any and all costs of defense to Website Operator in case of breach of any of the clauses set forth in the present Services Agreement.

§ 8 - Basic rules for the provision of Services

The below-mentioned rules must be followed by all Performers/Studios rendering services through the Websites. The Studios undertake to guarantee that Studio Performers rendering services on this behalf respect the below rules as well.

Performer or Studio must have valid and approved registration on the Websites. Performer, Studio or as the case may be Studio Performer appearing in camera area or in the pictures through YouMeCams.com must be registered under the given Performer Account or Master Account. Broadcasting a pre-recorded video or still image instead of the live camera stream is against the rules of the Websites. Violation of the rules is considered as a breach of this Services Agreement and might result in money deduction, suspension of the account, immediate ban from the Websites or the stop of payouts.

Giving out and asking for personal information, including personal information of Visitors/Members and Performer or Studio Performers is against the rules. E-mail addresses from outside the Websites, online messenger IDs (such as: Yahoo!, MSN, ICQ, etc.), permanent addresses, social accounts (Facebook, Twitter, LinkedIn), etc. are considered personal information are forbidden to ask.

Any kind of personal contact with Visitors/Members of the Websites, soliciting for escort service, prostitution, asking for money is against the rules. Underage sexual activity, bestiality, incest, demonstration of blood or animals and mimicking the above mentioned is against the rules. Role playing that includes an underage role is against the rules. Any attempt to display text material that is a celebrity name, offensive, suggests pedophilia, adolescence, bestiality or zoophile, referring to elimination or consumption of any bodily waste or implying words that are unacceptable by the standards of good taste will lead to immediate and permanent suspension of the concerned account. Advertising other websites or services is strictly prohibited, unless expressly allowed by Website Operator in this Services Agreement.

Showing content that is overly explicit (partially or fully nude intimate body parts, for instance) in Free Chat Mode, in the Non Nude Girls Category , Lingerie Category or in the Pictures for Visitors section of the Performer/Studio Performers gallery is against the rules. Nonetheless, in Non Nude Girls Category and Lingerie Category ASPs may accept extra credit from Members and be free to decide to become more sexual explicit. Furthermore masturbating, the imitation of masturbation (even dressed), or use of sex toys, is not allowed in the above mentioned cases. We kindly ask you to provide such content only in Private Chat and as the case may be to inform Studio Performers that they may provide such content exclusively in Private Chat.

You have to, and as the case may be, Studio Performers have to provide an erotic show in the 'Nude Only' part of the Websites in case the paying Member asks for it in Private Chat. In case of any question or problem do not hesitate to contact our Customer Service. All registered persons of a Performer Account, or as the case may be, of a Master Account must be visible and recognizable in the camera area and in the pictures all the time (showing body parts only is not acceptable). Performers/Studio Performers need to follow the basic category rules described in the Websites for each category of Services regarding the number of persons, proper outfit, etc. In

case the Performer/Studio and/or Studio Performer, as the case may be, misled the paying Member about his/her gender, the Member is entitled to claim back the whole money amount of the Private Show. Using a phone is not allowed. Eating or sleeping in camera area is prohibited. We kindly ask you and as the case may be Studio Performers to use English (some cases German or French where expressly permitted) with Visitors of the Websites in Free Chatrooms.

You/Studio Performers have the option to kick or ban impolite Visitors from your/their Free Chatroom, although it is against the rules to misuse this function. Making derogatory statements about other Performers/Studio Performers or Visitors/Members is prohibited. Although you / Studio Performers are obliged to respect and follow the instructions of the staff of Customer Service. If you need help, do not hesitate to contact our Customer Service.

In case of an offence the Performer would be warned. 5€ would be deducted from the Performer's earnings on the second occasion due to a breach of the present Services Agreement. 10€ will be deducted from the Performer's earnings on all further occasions.

By exception, advertising other websites or services, asking for or giving out private information, asking for money from the Visitors/Members will result in a deduction of 5€ from the Performer's/Studio Performer's earnings after the first warning and double the amount of the previous one on all further occasions.

Please be advised that this basic list of rules is non-exclusive and does not contain all possible violations of the present Services Agreement. Therefore an act not mentioned above could qualify as a breach of this Services Agreement after considering the situation and analyzing the general purpose of this Services Agreement.

In case there is any part of the above statements you do not accept, or you are not aware of pertinent laws and regulations DO NOT ENTER OR SUBSCRIBE TO THE WEBSITE!

§ 9 – Assignment

I am not entitled to assign or transfer my contractual position to any other person/entity. I agree, and as the case may be I will be responsible and liable for Studio Performers to agree, that my/Studio Performers username/password must not be provided to any other person, otherwise I, shall be held liable in accordance to clause 7 of the present Services Agreement.

I agree that Website Operator has the right to transfer or assign its rights and obligations under this Services Agreement without limitation.

§ 10 - Amendments

Website Operator may make changes to this Services Agreement, in such case it undertakes the duty to inform me of such changes before they enter into force. In case Website Operator makes changes to this Services Agreement, the Studio undertakes the duty to reflect such changes in the Studio Performer Contract to the extent this Studio Performer Contract remains compliant with the rights and obligations of the Studio under the present Services Agreement.

If any modification is unacceptable to you, you or as the case may be Studio Performers shall cease providing Services to Website Operator. If you or as the case may be Studio Performers do not cease rendering Services, you will be conclusively deemed to have accepted the changes.

In case of any queries I may contact us.

§ 11 – Termination

Either party may terminate this Services Agreement, at any time, based on any reason, upon prior and express notice given in writing (email including) to the other party with a minimum antecedence

of 5 (five) business days. Website Operator may terminate this Service Agreement immediately in case of serious violation of it's terms by the counterparty, without prior notice.

§ 12 – Severability

If any term or provision of this Services Agreement shall be held invalid or unenforceable to any extent under any applicable law by court of competent jurisdiction, the remainder of this Services Agreement will not be affected thereby, and each remaining term and provision of this Services Agreement shall be valid and enforceable to the fullest extent permitted by law.

§ 13 – Applicable law and jurisdiction

The parties shall irrevocably submit to the exclusive jurisdiction of the courts of The Netherlands for the purposes of hearing and determining any dispute arising out of this Services Agreement. This Services Agreement, all matters arising from it, and any dispute resolutions referred to the above shall be governed by, and construed in accordance with the laws of the Netherlands, notwithstanding conflict of law provisions and other mandatory legal provisions.

§ 14 – Notices

Any notice, recommendation, or advice by each party to the other hereunder shall be provided to the following contacts:

Webcasters BV.: info@webcasters.eu

Performer/Studio: Contacts mentioned in sign-up form I have carefully read the terms of this Services Agreement and have indicated my consent and express consent to clause regarding Declarations and Personal data by clicking on the button “*I agree to terms of service*”. Or return this agreement with a signed signature.

Model/Studio Name: _____

WebcamName: _____ Date of Birth: _____

Nationality: _____ ID Card No: _____

Date: _____ Signature: _____